

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sheridan Healthcare, Inc.		06/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77900388	PREMIEHR NEONATOLOGY SERVICES	
Serial Number:	77900386	PREMIEHR NEONATOLOGY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G St NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F 130382		
NAME OF SUBMITTER:	Mariee Pilkington		
Signature:	/Mariee Pilkington/		

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TRADEMARK
REEL: 004420 FRAME: 0001

OP \$65.00 77900388

Date:

11/22/2010

Total Attachments: 3

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**SECOND LIEN SECURITY AGREEMENT
SUPPLEMENT NO. 14A**

SUPPLEMENT NO. 14-A, dated as of June 30, 2010 (this "Supplement"), to the Second-Lien Security and Pledge Agreement, dated as of June 15, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second-Lien Security Agreement"), among SUNBEAM ACQUISITION CORP., a Delaware corporation ("Merger Sub"), which on the Closing Date merged with and into SHERIDAN HOLDINGS, INC., a Delaware corporation (the "Company"), with the Company surviving such merger as the parent borrower (the "Parent Borrower"), and SUNBEAM ASSET LLC, a Delaware limited liability company ("Sunbeam Assets") and, together with the Parent Borrower, each a "Borrower" and, collectively, the "Borrowers"), each of the subsidiaries of the Borrowers listed on Schedule 1 thereto (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with the Borrowers, collectively, the "Grantors"), and CREDIT SUISSE AG (as successor to Lehman Commercial Paper, Inc.), as collateral agent for the Secured Parties (as defined below) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second-Lien Security Agreement.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Second-Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.1 (c) of the Second-Lien Security Agreement, each Grantor has agreed to deliver to the Collateral Agent a written supplement substantially in the form of Annex 2 thereto with respect to any After-Acquired Intellectual Property Collateral. The Grantor has identified the additional After-Acquired Intellectual Property Collateral acquired by the Grantor after the date of the Second-Lien Security Agreement set forth on Schedules I and II hereto (collectively, the "Additional Collateral").

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. Schedules 1 and 2 of the Second-Lien Security Agreement are hereby supplemented, as applicable, by the information set forth in Schedules I and II hereto.

SECTION 2. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g. a "PDF" or "TIFF")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Parent Borrower. This Supplement shall become effective as to the Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the Grantor and the Collateral Agent.

SECTION 3. Except as expressly supplemented hereby, the Second-Lien Security Agreement shall remain in full force and effect.

SECTION 4. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second-Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6. All notices, requests and demands pursuant hereto shall be made in accordance with Section 11.2 of the Second-Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Parent Borrower at the respective Borrower's address set forth in Section 11.2 of the Second-Lien Credit Agreement.

SECTION 7. Subject to Section 11.5 of the Second-Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this Supplement to the Second-Lien Security Agreement as of the day and year first above written.

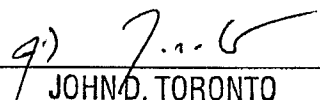
GRANTOR:

SHERIDAN HEALTHCARE, INC.

By: 
Jay A. Marus, Executive Vice President

COLLATERAL AGENT:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH.,
AS COLLATERAL AGENT,

By: 
Print Name: JOHN D. TORONTO
Title: DIRECTOR

By: 
Print Name: VIPUL DHADDA
Title: ASSOCIATE

SCHEDULE I
TO SUPPLEMENT NO. 14-A TO THE
SECOND-LIEN SECURITY AGREEMENT
REGISTERED INTELLECTUAL PROPERTY

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS

None

B. PATENTS AND PATENT APPLICATIONS

None

C. TRADEMARKS AND TRADEMARK APPLICATIONS

Domestic Trademarks and Trademark Applications

Registered Owner/Grantor	Trademark	Registration No.	Application No.
Sheridan Healthcare, Inc.	PremiEHR Neonatology Services	None; Notice of Allowance issued July 13, 2010	77900388
Sheridan Healthcare, Inc.	PremiEHR Neonatology Services (Design plus words)	None; Notice of Allowance issued July 13, 2010	77900386

Foreign Trademarks and Trademark Applications

None

D. DOMAIN NAMES

None

SCHEDULE II
TO SUPPLEMENT NO. 14-A TO THE
SECOND-LIEN SECURITY AGREEMENT

EXCLUSIVE IP AGREEMENTS

None